

Winneshiek Co.

AFSCME Council 61 (Sheriff)

7/1/2005 6/30/2008

AGREEMENT

BETWEEN

WINNESHIEK COUNTY SHERIFF'S DEPARTMENT

AND

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES
LOCAL NO. 3483**

JULY 1, 2005 – JUNE 30, 2008

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AGREEMENT

THIS AGREEMENT entered into by and between WINNESHIEK COUNTY SHERIFF'S DEPARMTNET, Decorah, Iowa, Hereinafter referred to as the "Employer" and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL NO. 3483 hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union.

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for Employees of the Winneshiek County Sheriff's Department, which includes: all full-time non-supervisory personnel including all Patrol Deputy Sheriffs, which currently includes Badge No. 96-3 through 96-10, and as thereafter may be increased. Excluded are Sheriff and Chief Deputy and all other persons excluded by Section 4 of the Act. Reference is made to Certification Case No. 2294, dated November 8, 1982, PERB Case 3078 dated July 17, 1986, and PERB Case No. 3533, dated October 2, 1987, and PERB Case No. 5238.

ARTICLE 2 **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 **NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

The parties agree that exceptions to the Agreement will be required in order to comply with the Americans With Disabilities Act.

ARTICLE 4

EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause, to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the Union employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 5

NO STRIKE – NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage or any such related activities covered in Section 12 of the Act.

ARTICLE 6

GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within the seventy-two (72) hour period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance steps:

- Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within seventy-two (72) hours following the oral discussion. The grievance shall be reduced to writing, signed by the aggrieved employee and shall state specifically the facts, the Section(s) of the Agreement

violated and the remedy requested. Within five (5) days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seventy-two (72) hours after the date of the Sheriff's or his designated representative's answer given in Step 1.

An aggrieved employee may elect not to have a Union Steward present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator. The parties will first attempt to agree on an arbitrator; if the parties fail to agree on an arbitrator, the parties will request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The parties will flip a coin to determine who is to strike first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally between Employer and Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency or other forum regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 7

SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of twelve (12) consecutive months unless the employee has attended a law enforcement academy or a regional training facility certified by the Director of the Iowa Law Enforcement academy, in which case the probationary period shall be six (6) consecutive months or until successful completion of the Academy or training facility program, whichever is longer. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

The Union shall be furnished with a seniority list on July 1 of each year of all employees covered by this Agreement. At any time the seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union Steward.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a. Employee quits.
- b. Employee is discharged for cause.
- c. Giving false reason for obtaining personal leave of absence.
- d. One (1) day per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice. Notice of absence shall be entered in the employee's personnel file.
- e. Failure to report for work at the end of leave of absence.
- f. Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- g. Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- h. Employee retires.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate. An employee campaigning for political office will be allowed to accumulate seniority.

ARTICLE 8

SICK LEAVE

Accumulation. Sick leave shall be accrued by a regular full-time employee at the rate of two (2) days per month to a total of one hundred twenty (120) days.

Use of Sick Leave. Accumulated sick leave may be used for disabling or confining personal illness, injury or pregnancy, including on-the-job injury or disability.

Notification. When absences due to sickness are necessitated, the employee shall notify the Sheriff or designated representative prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary Employees. Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

An employee will continue to accumulate sick leave as set out above during the period of time when an employee is absent from work because of an on-the-job injury or of an illness, so long as the employee is using the employee's accumulated sick leave. At such time as the employee's paid sick leave has been used up, the employee will no longer accumulate sick leave.

Injury Leave. In addition to sick leave, each regular full-time employee will be allowed thirty (30) days injury leave. Injury leave will be allowed for on-the-job injuries only. Injury leave will be used prior to sick leave being used. All on-the-job injuries must be reported to the department head or his designee immediately so workers' compensation forms can be filled out.

Sick leave and injury leave may be used, to the extent it is available, for any on-the-job injury or disability provided that the employee turns over to the Employer all workers' compensation benefits received by the employee for the period when sick leave or injury leave was taken.

Female employees may use accumulated sick leave for absences occasioned by pregnancy. Employees who do not have sufficient accumulations of sick leave to cover absence shall be eligible for an unpaid leave of absence. The employee must submit a physician's statement verifying when she is to discontinue work and when she is able to return to work. Failure to return to work upon expiration of the leave will be considered a voluntary termination.

Family Illness Leave. Employees may use up to three (3) days of sick leave per year for serious illness or injury in the employee's immediate family (spouse, child or parent residing in the employee's home). Serious illness shall be defined as hospitalization, outpatient surgery of the family member or for necessary care of attention. Prior to the receipt of this benefit, the employee must present a doctor's written verification of illness or injury to the Employer.

ARTICLE 9

JURY DUTY

Any regular full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury service fees.

An employee who is summoned for jury duty but who is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work.

ARTICLE 10

FUNERAL LEAVE

Each regular full-time employee shall be eligible for a paid leave of absence of five (5) days to attend a funeral for a death in the employee's immediate family. (Immediate family shall be defined as the employee's parents, spouse or child.) In the case of the death of the employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchild, the employee will be allowed up to three (3) days for attendance at the funeral. The determination of whether or not additional people may be covered by the term "immediate family" and/or additional day granted will rest at the exclusive jurisdiction of the Sheriff. Any request for granting of additional leave by the Sheriff shall not be precedent setting and shall not be grievable. Only days absent which would have been compensable workdays will be paid for at the rate of the normal workday missed from work. No payment will be made during vacations, holidays, layoffs or other leave of absence. The employee must attend the funeral in order to qualify for funeral pay.

Employees may be granted up to one (1) day paid absence for service as a pallbearer or for the funeral of other close relatives. This leave will be granted at the sole discretion of the Employer.

ARTICLE 11

FAMILY AND MEDICAL LEAVE ACT

The parties agree to comply with the Family and Medical Leave Act and the policies developed by the Board of Supervisors.

ARTICLE 12

VOTING LEAVE

Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off to vote.

ARTICLE 13

MILITARY LEAVE

A full-time employee shall be granted a military leave of absence for a period of up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa, 1982.

ARTICLE 14

HOLIDAYS

All regular full-time employees will receive ten (10) paid holidays. Each employee will receive one and one-half (1-1/2) their normal pay for these holidays. The employee will receive pay for five (5) of these days on their first payroll check in January and pay for five (5) of these days on their first payroll check in July.

ARTICLE 15

VACATION

A regular full-time employee is eligible to receive one (1) week [five (5) workdays] paid vacation after one (1) year of continuous full-time employment.

After two (2) years of continuous full-time employment, an employee is eligible to receive two (2) weeks [ten (10) workdays] paid vacation.

After eight (8) years of continuous full-time employment, an employee is eligible to receive three (3) weeks [fifteen (15) workdays] paid vacation.

After twelve (12) years of continuous full-time employment, an employee is eligible to receive four (4) weeks [twenty (20) workdays] paid vacation.

New hires with three (3) or more years of continuous service experience as a certified Iowa peace officer may start at the vacation level of two (2) weeks [ten (10) workdays] paid vacation and remain at the level until the next progression level has been earned.

Only regular full-time employees are eligible for vacation time and pay.

All vacations must be taken during the twelve (12) month period after it has been earned except that no more than five (5) working days may be carried over into the employee's next anniversary year.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacations will normally be taken in weekly increments; however, with prior approval of the Sheriff, vacations may be taken in one-half day increments.

Employees who are discharged for cause or employees who do not give one (1) week's advance notice prior to quitting shall forfeit vacation pay.

Vacation pay will be at the employee's normal daily or weekly pay for the period for which he/she would have been regularly scheduled to work.

ARTICLE 16

HOURS OF WORK

The purpose of the Article is not to be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The normal workday is eight (8) hours. Overtime will be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in a workday. Except in case of emergency, as determined by the Employer, all overtime must be approved in advance by the Sheriff and/or the Chief Deputy.

An employee may elect to convert overtime into compensatory time at the rate of one hour of overtime converted to one and one-half hours of compensatory time. An employee may accumulate up to fifty-six (56) hours of compensatory time. Overtime above the fifty-six (56) hour limit will be taken as pay. The Sheriff may direct the use of compensatory time off at his discretion down to forty (40) hour accumulation.

Employees may carry over up to forty (40) hours of compensatory time from year to year.

The Employer will normally post the schedule of workdays seven (7) days prior to the effective date. Except in cases of emergencies, as determined by the Sheriff, the Employer will give employees at least twenty-four (24) hour notice of any changes in the employee work schedule.

Any time a regular full-time employee is called to work on his/her scheduled day off by the Employer, he/she shall be paid, either in cash or compensatory time, at least a minimum of two (2) hours at the rate of one and one-half (1-1/2) times their normal hourly rate for all hours worked.

An employee required to appear or prepare for court on his/her off-duty hours, and has received the Sheriff's permission, will be paid a minimum of two (2) hours pay at time and one-half regardless of the hours required of the employee. This provision shall not apply provided the employee has received at least 24 hours advance notice from the County not to appear for court.

Overtime will normally be offered to available Deputies. If all the Deputies offered overtime decline, the Sheriff or his/her designee will direct a Deputy to work the overtime.

ARTICLE 17

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the

official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

ARTICLE 18

HEALTH AND SAFETY

The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to the health and safety.

An employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the Supervisor and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the Supervisor.

Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

The Employer will reimburse an employee up to a maximum of \$150 for his/her personal property damaged in the act of duty, provided the employee is not reimbursed by some other means, such as a court judgment.

Upon presentation of an itemized bill from attending physician, the Employer will reimburse an employee up to fifty dollars (\$50) once every two (2) years for the cost of physical examination.

If necessary, the County agrees to pay the annual cost of a meth (drug) lab physical for a deputy(s).

ARTICLE 19

TRAINING

An employee who desires college level training may be reimbursed by the Employer for up to fifty percent (50%) of the Community College tuition rate. To be eligible for this benefit the employee must meet the following standards:

- a. The general course of study must be in the employee's field and must enhance the qualification of the employee in his/her job.
- b. The college level training must be pre-approved by the Sheriff.
- c. The total number of college level credit hours for any one (1) employee shall not exceed one hundred twenty (120) hours.
- d. The employee must receive a passing grade equivalent to a 'C' or better.
- e. The course must be taken on the employee's own time.
- f. The total cost is not to exceed the County's budget for this line item.

ARTICLE 20

INSURANCE

The Employer agrees to pay the single premium for each eligible full-time employee toward a medical group program of the Employer's choice. If other groups of County employees receive any increases in insurance premiums during the life of this Agreement, then the Sheriff's Deputies will receive the same.

The County agrees to provide term life insurance in the amount of twenty thousand dollars (\$20,000) to each deputy.

The insurance programs referred to in this Agreement are subject to all terms and conditions of the contract with the insurance carrier selected by the Employer.

ARTICLE 21

WAGES

Deputies:

New hires	85%	of the basic Deputy wage
End of probation	90%	of the basic Deputy wage
After one (1) year	95%	of the basic Deputy wage
After two (2) years	100%	of the basic Deputy wage

Deputies basic hourly wage rate:

<u>7/1/05</u>	<u>1/1/06</u>	<u>7/1/06</u>	<u>1/1/06</u>	<u>7/1/07</u>	<u>1/1/08</u>
\$19.58	\$19.92	\$20.32	\$20.73	\$21.14	\$21.56

New Hires:

Employees with three (3) or more years of continuous service experience as a certified Iowa peace officer shall be eligible to paid the following new hire rate of the basic wage rate in effect:

<u>Start</u>	<u>6 months</u>	<u>18 months</u>
90%	95%	100%

ARTICLE 22

LONGEVITY

Longevity shall be paid to all eligible regular full-time employees as follows:

- After three (3) years of continuous service, ten (10) cents per hour
- After six (6) years of continuous service, fifteen (15) cents per hour
- After nine (9) years of continuous service, twenty (20) cents per hour
- After fifteen (15) years of continuous service, twenty-five (25) cents per hour
- After twenty (20) years of continuous service, thirty (30) cents per hour

ARTICLE 23
SUPPLEMENTAL PAY

The County agrees to pay deputies a uniform allowance of fifty dollars (\$50) per month for the repair, replacement and care of uniforms. The uniform allowance will be paid as a claim format to employees.

ARTICLE 24
MEAL ALLOWANCE

If authorized, the County agrees to pay deputies a \$7.50 meal allowance.

ARTICLE 25
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005, and shall continue to remain in full force until its expiration on June 30, 2008.

FOR THE EMPLOYER:

By: Alton H. Wadsworth

By: Lloyd Peterson

Lloyd Peterson
Labor Counsel
BLACKSTONE, SIMMONS & PETERSON
5275 Edina Industrial Boulevard, Suite 201
Edina, Minnesota 55439
Phone (952) 831-1831 Fax: (952) 831-6563

FOR THE UNION:

By: Kristi E. Case

By: Jeffrey P. Bernier

SIDE LETTER

This letter of understanding between the Winneshiek County Board of Supervisors and AFSCME Local 3483 Sheriff's Department is in effect for the duration of the 2005-2008 Collective Bargaining Agreement.

1. (7/1/99) Worn out uniform clothing items must be turned in when employees purchase new uniform items and when employees leave the Department.
2. To wit: The Winneshiek County Sheriff's Department reserves the right to hire part-time employees for the purpose of transporting prisoners, juveniles, mental health committals as needed. The use of part-time employees shall not cause any full time Deputy to suffer a loss of work hours that would result in less than a forty (40) hour workweek.

<u><i>Dean H. Harding</i></u>	<u>13 June 2005</u>	<u><i>Kristin E. Case</i></u>	<u>6/18/05</u>
Winneshiek County Sheriff's Department	Date	AFSCME Union	Date